



(424) 526-7777 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

February 28, 2023

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#42 February 28, 2023

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

**REQUEST AUTHORITY TO AWARD AS-NEEDED TEMPORARY  
PERSONNEL SERVICES MASTER AGREEMENTS  
(SUPERVISORIAL DISTRICTS 2 AND 3)  
(3 VOTES)**

**SUBJECT**

This action is to request approval to award and execute Master Agreements with four contractors to provide as-needed temporary personnel services to the Department of Beaches and Harbors.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of Beaches and Harbors, or his designee, to award and execute As-Needed Temporary Personnel Services Master Agreements with four qualified contractors for an initial term of three years with four one-year optional renewal years at an annual aggregate amount of \$73,000 or \$562,100 for all executed Master Agreements over the potential total term of seven years, which is inclusive of an additional 10% annually for unforeseen services, but excludes any Cost of Living Adjustments.
2. Delegate authority to the Director of Beaches and Harbors, or his designee, to prepare and execute Master Agreements for four additional one-year renewal option years if, in his opinion, the contractors have effectively performed the services during the previous contract period and the services are still required.

3. Delegate authority to the Director of Beaches and Harbors, or his designee, to increase the aggregate amount of the Master Agreements by up to 10% in any year (including any renewal option period) for any additional or unforeseen services within the scope of these agreements and any applicable Cost of Living Adjustments.

4. Delegate authority to the Director of Beaches and Harbors, or his designee, to award and execute Master Agreements to i) add additional contractors as they become qualified throughout the term of the Master Agreements; ii) execute and amend individual Work Orders to incorporate changes as necessary; iii) execute amendments should a contracting entity merge, be acquired or change its entity; iv) add or delete services and categories to the Master Agreement as they become necessary; and v) suspend or terminate agreements if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the As-Needed Temporary Personnel Services Master Agreements (Master Agreements), in a form substantially similar to Attachment I, will enable the Department of Beaches and Harbors (Department) to continue to utilize as-needed temporary personnel on an intermittent basis, to assist the Department in meeting deadlines and short-term needs, to complete emergent tasks and special projects in a timely and cost-effective manner, and to provide coverage during extended leaves and emergencies.

The Master Agreement list (Attachment II) presently consists of four qualified contractors which will provide a broad spectrum of temporary personnel services. The requested temporary personnel services will be provided on an as-needed basis.

### **Implementation of Strategic Plan Goals**

Approval of the As-Needed Temporary Personnel Services Master Agreements will promote and further Board-approved Strategic Plan Goal III, Realize Tomorrow's Government Today, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by providing quality, timely and cost-effective temporary personnel services when required by the Department, particularly when vacancies are being experienced and during peak critical work periods and emergency situations.

### **FISCAL IMPACT/FINANCING**

The annual compensation for the recommended agreements is \$73,000 in the aggregate for all firms currently on or that may be added to the Master Agreement list, subject to the Director's authority to increase such amount by 10% in any year, on an as-needed basis. If each of the four one-year optional renewal years is exercised, the aggregate amount for all executed Master Agreements over the potential total term of seven years would be \$562,100, which is inclusive of an additional 10% annually for unforeseen services.

The Master Agreements are also subject to a possible Cost of Living Adjustment after the first three years of the Master Agreements and at the Director's sole discretion. Any COLA granted would be based upon an increase, if any, in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim areas, not to exceed any general salary movement granted to County employees.

The Master Agreements do not guarantee any contractor a minimum amount of work, and costs will

only be incurred as services are requested through Work Orders. Payment for work will be on an hourly basis and subject to the total maximum compensation specified in each individual Work Order.

There is sufficient appropriation in the Department's Fiscal Year 2022-23 Final Adopted Budget to fund the cost of these services and for any additional or unforeseen services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County is authorized under California Government Code section 31000.4 to obtain temporary assistance during any peak load, temporary absence, or emergency other than a labor dispute. Use of temporary personnel under this Government Code section is limited to a period not to exceed 90 days for any single peak load, temporary absence or emergency situation. Temporary personnel utilized by the Department will not exceed 90 days or 720 cumulative hours for a given assignment, whichever comes first.

The term of the recommended Master Agreements is three years, with four one-year optional years. The Master Agreements will commence upon execution by the Department's Director or his designee.

The Master Agreements contain the County's standard provisions regarding contractor obligations and comply with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the Master Agreements, as services are provided on an as-needed and intermittent basis.

As the services under the Master Agreements will be performed on an as-needed and intermittent basis, the Department has determined, and the CEO's Risk Management Branch concurs, that the Master Agreement contractors need only provide proof of required insurance prior to the commencement of any requested services. The insurance coverage, indemnification and liability provisions included in the Master Agreements have been approved by the CEO's Risk Management Branch.

The terms and conditions of the Master Agreements have been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On September 29, 2022, the Department issued a Request for Statement of Qualifications (RFSQ) seeking qualified contractors to provide temporary personnel services on an as needed and intermittent basis. The RFSQ was advertised in seven local community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad and the Los Angeles Sentinel. A notice was also posted on the County's "Doing Business with the County" Internet site, as well as the Department's Internet site, where the full document was available for download.

Vendors responding to the RFSQ were required to demonstrate a minimum of five years of experience providing temporary personnel services in the areas of clerical, accounting, information technology, marketing and personnel services.

As a result of the RFSQ, four contractors submitted Statement of Qualifications (SOQ), and all have been deemed qualified contractors and will be placed on the Master Agreement list. One of the four contractors is the Department's current contractor.

After Board approval, Master Agreements will be executed by the Director with each individual contractor. Any work issued will be assigned on a rotational basis, based on the contractor's qualifications to provide the required job classification along with the lowest cost for the job classification. Payment for work will be on an hourly basis and subject to the total maximum compensation specified in each individual Work Order.

The RFSQ is open continuously and new contractors meeting the minimum qualifications of the RFSQ will be allowed to submit SOQs to qualify for inclusion on the Master Agreement list throughout the term of the Master Agreements and the optional years, if exercised.

On final analysis and consideration of award, the proposed Master Agreement selections were made without regard to gender, race, creed or color.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no negative impact on current services or projects. The Department currently contracts for temporary personnel services through the private sector. Approval of the Master Agreements will allow the Department to continue this practice.

#### **CONCLUSION**

Please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors, Administrative Services Division.

Respectfully submitted,



GARY JONES

Director

GJ:NT:av

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SAMPLE MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF BEACHES AND HARBORS**

**AND**

**(CONTRACTOR)**

**FOR**

**TEMPORARY PERSONNEL SERVICES**

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>RECITALS .....</b>	<b>1</b>
<b>1 APPLICABLE DOCUMENTS.....</b>	<b>2</b>
<b>2 DEFINITIONS.....</b>	<b>3</b>
<b>3 WORK .....</b>	<b>4</b>
<b>4 TERM OF MASTER AGREEMENT .....</b>	<b>6</b>
<b>5 CONTRACT SUM .....</b>	<b>6</b>
5.1 Total Contract Sum.....	6
5.2 Written Approval for Reimbursement.....	6
5.3 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.4 Invoices and Payments .....	7
5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer....	8
5.6 Cost of Living Adjustments .....	12
<b>6 ADMINISTRATION OF MASTER AGREEMENT- COUNTY .....</b>	<b>9</b>
6.1 County's Master Agreement Program Director (MAPD).....	9
6.2 County's Contract Administrator .....	9
<b>7 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR .....</b>	<b>10</b>
7.1 Contractor's Contract Representative.....	10
7.2 Contractor's Authorized Official(s).....	10
7.3 Approval of Contractor's Staff.....	11
7.4 Contractor's Staff Identification.....	11
7.5 Background and Security Investigations.....	12
7.6 Confidentiality .....	13
<b>8 STANDARD TERMS AND CONDITIONS.....</b>	<b>14</b>
8.1 Amendments.....	14
8.2 Assignment and Delegation/Mergers or Acquisitions.....	15
8.3 Authorization Warranty.....	16
8.4 Complaints.....	16
8.5 Compliance with Applicable Laws .....	17
8.6 Compliance with Civil Rights Laws .....	18
8.7 Compliance with County's Jury Service Program .....	18

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
8.8	Conflict of Interest .....	20
8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List .....	20
8.10	Consideration of Hiring GAIN-GROW Participants .....	20
8.11	Contractor Responsibility and Debarment .....	21
8.12	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	23
8.13	Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	24
8.14	County's Quality Assurance Plan .....	24
8.15	Damage to County Facilities, Buildings or Grounds .....	24
8.16	Employment Eligibility Verification .....	25
8.17	Counterparts and Electronic Signatures and Representations .....	25
8.18	Fair Labor Standards .....	26
8.19	Force Majeure .....	26
8.20	Governing Law, Jurisdiction, and Venue .....	27
8.21	Independent Contractor Status .....	27
8.22	Indemnification .....	27
8.23	General Provisions for all Insurance Coverage .....	28
8.24	Insurance Coverage .....	32
8.25	Liquidated Damages .....	37
8.26	Most Favored Public Entity .....	38
8.27	Nondiscrimination and Affirmative Action .....	38
8.28	Non Exclusivity .....	40
8.29	Notice of Delays .....	40
8.30	Notice of Disputes .....	40
8.31	Notice to Employees Regarding the Federal Earned Income Credit .....	40
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law .....	40
8.33	Notices .....	40
8.34	Prohibition Against Inducement or Persuasion .....	41
8.35	Public Records Act .....	41
8.36	Publicity .....	41

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
	8.37 Record Retention and Inspection-Audit Settlement .....	42
	8.38 Recycled Bond Paper .....	43
	8.39 Subcontracting .....	43
	8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	45
	8.41 Termination for Convenience .....	45
	8.42 Termination for Default.....	45
	8.43 Termination for Improper Consideration .....	47
	8.44 Termination for Insolvency .....	47
	8.45 Termination for Non-Adherence of County Lobbyist Ordinance .....	48
	8.46 Termination for Non-Appropriation of Funds.....	48
	8.47 Validity .....	48
	8.48 Waiver .....	49
	8.49 Warranty Against Contingent Fees.....	49
	8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	49
	8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	49
	8.52 Time off For Voting .....	50
	8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking....	50
	8.54 Compliance with Fair Chance Employment Practices .....	52
	8.55 Compliance with the County Policy of Equity.....	52
	8.56 Prohibition from Participation in Future Solicitation(s).....	52
	8.57 Injury and Illness Prevention Program (IIPP).....	53
	8.58 COVID-19 Vaccinations of County Contractor Personnel.....	53
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>55</b>
	9.1 Ownership of Materials, Software and Copyright.....	58
	9.2 Patent, Copyright and Trade Secret Indemnification .....	59
	9.3 Local Small Business Enterprise (LSBE) Preference Program .....	60
	9.4 Social Enterprise (SE) Preference Program .....	62
	9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program .....	62
<b>10</b>	<b>Survival.....</b>	<b>64</b>

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
SIGNATURES .....		65

**STANDARD EXHIBITS**

A	County's Administration	
B	Contractor's Administration	
C	Safely Surrendered Baby Law	
D	Sample Work Order Format	
E1	COVID-19 Vaccination Certification of Compliance	
E2	Certification of Employee Status	
E3	Certification of No Conflict of Interest	
E4	Contractor Employee Acknowledgement and Confidentiality Agreement	
E5	Contractor Non-Employee Acknowledgement and Confidentiality Agreement	
F	Statement of Work	
G	Personnel Specifications	
H	Department Site Locations	
I	Professional Appearance in the Workplace Policy	
J	Job Classifications Checklist	

**Sample Master Agreement**

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF BEACHES AND HARBORS  
AND  
\_\_\_\_\_  
FOR  
TEMPORARY PERSONNEL SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Los Angeles, Department of Beaches and Harbors hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide As-Needed Temporary Personnel Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for As-Needed Temporary Personnel Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Beaches and Harbors or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### **Standard Exhibits:**

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Sample Work Order
Exhibit E1	COVID-19 Vaccination Certification of Compliance
Exhibit E2	Certification of Employee Status
Exhibit E3	Certification of No Conflict of Interest
Exhibit E4	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit E5	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit F	Statement of Work
Exhibit G	Personnel Specifications
Exhibit H	Department Site Locations
Exhibit I	Professional Appearance in the Workplace Policy
Exhibit J	Job Classifications Checklist

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Section 8.1 (Amendments) and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board, Board of Supervisors:** The Board of Supervisors of Los Angeles County.
- 2.2 Chief Deputy:** The Chief Deputy of the Department.
- 2.3 Contract Administrator (CA):** The Chief of the Administrative Services Division of the Department or authorized designee.
- 2.4 Contractor(s):** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.5 Contractor's Representative:** The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.6 County:** The County of Los Angeles.
- 2.7 Department:** The Los Angeles County Department of Beaches and Harbors.
- 2.8 Director:** Director of the Department of Beaches and Harbors.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Hourly Billable Rate:** Hourly billable rates of compensation set forth in Contractor's submitted Exhibit 10 (Personnel Specifications Pricing Sheet) for Contractor's personnel of which each such rate includes all direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.11 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and is in compliance with the terms and conditions of this Master Agreement at the time of an issued Work Order.
- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.

- 2.16 Subcontractor:** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.
- 2.17 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order will be issued on a rotational basis. No work will be performed by Contractors except in accordance with validly executed Work Orders.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Work Orders will generally conform to Exhibit D (Sample Work Order), on a fixed Hourly Billable Rate in accordance with Exhibit G (Personnel Specifications). Work Orders will be rotated between Qualified Contractors qualified in accordance with Exhibit J (Job Classifications Checklist). Payment for all work will be on a fixed Hourly Billable Rate and subject to the total maximum days/hours specified on each individual Work Order which will not exceed 90 days or 720 working hours.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Section 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing Work Orders are as set forth in Exhibit F (Statement of Work) Section 8.0, Work Order of this Master Agreement.
- 3.5** County estimates that selection of any Contractor will occur within seven (7) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of the Department's Contract Administrator or authorized designee.

- 3.6** In the event Contractor defaults three times under Section 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Section 8.42 (Termination for Default).
- 3.7** County reserves the right to match potential projects and needs to firms based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1** This Master Agreement is effective upon the date of its execution by the Director of the Department of Beaches and Harbors or his/her designee as authorized by the Board of Supervisors. This Master Agreement will expire on February 28, 2026 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** The County will have the sole option to extend the Master Agreement term for up to four additional one-year periods, for a maximum total Master Agreement term of seven years. Each such option and extension will be exercised at the sole discretion of the Director of the Department of Beaches and Harbors or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3** Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department of Beaches and Harbors at the address herein provided in Exhibit A (County's Administration).

#### **5.0 CONTRACT SUM**

##### **5.1 Total Contract Sum**

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department of Beaches and Harbors by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

## **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

## **5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

## **5.4 Invoices and Payments**

**5.4.1** For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order by deliverable.

**5.4.2** Payment for all work will be on a fixed Hourly Billable Rate basis in accordance with Contractor's Exhibit 10 (Personnel Specifications Pricing Sheet), subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Section 8.25 (Liquidated Damages).

**5.4.3** County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

**5.4.4** All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Contractor Administrator, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

**5.4.5** Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

#### **5.4.6 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify:

- Work Order number and Contractor's Master Agreement;
- Contractor's name, address, and phone number;
- Period of performance of work being invoiced;
- Name(s) of temporary personnel who performed the work and personnel job classification;
- Copy of individual weekly time logs for the pay period identified on invoice;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- Copy of Work Order; and
- The total amount of the invoice.

All invoices under this Master Agreement will be submitted to the following address:

**Los Angeles County  
Department of Beaches and Harbors  
Financial Services Section  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292**

#### **5.4.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

#### **5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.5.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct

deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.5.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.5.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

**5.5.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **5.6 Increase of Contract Sum by Director**

Notwithstanding Section 5.1, the Director may increase the maximum amount payable under all Work Orders issued on this Master Agreement (as authorized by the Board of Supervisors) up to 10 percent in any year of the Master Agreement or any extension period to cover needed, increased services in the scope of the Master Agreement, subject to the availability of funds in the Department's budget. Such increases will not be cumulative.

## **5.7 Cost of Living Adjustments (COLA's)**

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Master Agreement and may be increased annually thereafter, in the option years, at the sole discretion of the Director of the Department. If the Director so decides, the Master Agreement amount may be adjusted after the initial three years of the Master Agreement term based on the increase or decrease the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month

period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Contractor must submit its written request to the County's Contract Administrator for any COLA increase. Any price increases will be subject to acceptance and approval by the Director of the Department. Further, before any COLA increase will take effect and become part of this Master Agreement, it will require a written amendment to this Master Agreement first, that has been formally approved and executed by the parties.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

A listing of all County Administration referenced in the following sections are designated in Exhibit A (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County's Master Agreement Program Director (MAPD)**

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

### **6.2 County's Contract Administrator**

The County's Contract Administrator, or designee, is the approving authority for individual Work Order solicitations and executions and is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Contract Administrator will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

**6.2.1** The responsibilities of County's Contract Administrator include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

**6.2.2** County's Contract Administrator is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Section 8.1.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Contract Representative**

**7.1.1** Contractor's Contract Representative is designated in Exhibit B (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

**7.1.2** Contractor's Contract Representative will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Contract Administrator on a regular basis with respect to all active Work Orders.

### **7.2 Contractor's Authorized Official(s)**

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Representative. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### **7.4 Contractor's Staff Identification**

**7.4.1** Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

#### **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

**7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

**7.5.4** Disqualification of any member of Contractor's staff pursuant to this Section 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **7.6 Confidentiality**

**7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4** Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.5** Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement

such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or his/her authorized designee.

**8.1.2** The Director of Department of Beaches and Harbors, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of the Department of his/her authorized designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Section, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such

termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Complaints**

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

**8.4.1** Within 10 business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.4.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.4.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within 10 business days for County approval.

**8.4.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.

**8.4.5** The Contractor must preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 5 business days of receiving the complaint.

**8.4.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.4.7** Copies of all written responses must be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

### **8.5 Compliance with Applicable Laws**

**8.5.1** In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be

included in this Master Agreement are hereby incorporated herein by reference.

**8.5.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, contractor certifies to the County:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.7 Compliance with County's Jury Service Program**

**8.7.1** Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **8.7.2** Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract

agreement and a copy of the Jury Service Program must be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this section of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be

expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 8.8 will be a material breach of this Master Agreement.

#### **8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

#### **8.10 Consideration of Hiring GAIN-GROW Participants**

**8.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

**8.10.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

#### **8.11 Contractor Responsibility and Debarment**

##### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

##### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to

the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed

decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.11.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

**8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

**8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.13.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to County Facilities, Buildings or Grounds**

**8.15.1** Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.15.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

#### **8.16 Employment Eligibility Verification**

**8.16.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

**8.16.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be

assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

#### **8.17 Counterparts and Electronic Signatures and Representations**

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

#### **8.18 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 Force Majeure**

**8.19.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").

**8.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event,

unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.19.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 Governing Law, Jurisdiction, and Venue**

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

## **8.21 Independent Contractor Status**

- 8.21.1** This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.21.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

- 8.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible

for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

**8.21.4** The Contractor must adhere to the provisions stated in Section 7.6 (Confidentiality).

## **8.22 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed

by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

Los Angeles County Department of  
Beaches and Harbors  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
Contracts@bh.lacounty.gov

Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and

defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.23.3 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

**8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.23.5 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.23.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to

Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

#### **8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.23.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

**8.23.12 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

**8.23.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

**8.24 Insurance Coverage**

**8.24.1** Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.24.2** Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor’s use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.24.3** Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not

less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.24.4 Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **8.25 Liquidated Damages**

**8.25.1** If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**8.25.2** If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.25.3** The action noted in Section 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

**8.25.4** This Section will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Section 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

## **8.27 Nondiscrimination and Affirmative Action**

**8.27.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to

or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.27.2** Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

**8.27.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.27 when so requested by the County.
- 8.27.7** If the County finds that any provisions of this Section 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

**8.28 Non-Exclusivity**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.29 Notice of Delays**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.30 Notice of Disputes**

The Contractor must bring to the attention of the County's Contract Administrator and/or Master Agreement Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Contract Administrator or Master Agreement Program Director is not able to

resolve the dispute, the Director of Department of Beaches and Harbors, or designee will resolve it.

**8.31 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

**8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Department of Beaches and Harbors or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

**8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting

records pursuant to Section 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.36 Publicity**

- 8.36.1** The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

- 8.36.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Section 8.36 (Publicity) will apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.37.1** In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.37.2** Failure on the part of the Contractor to comply with any of the provisions of this Section will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

**8.37.3** If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the

County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 Subcontracting**

**8.39.1** The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

**8.39.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.39.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

**8.39.4** The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.39.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

**8.39.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

**8.39.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.39.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division/ Contracts Unit

4640 Admiralty Way, Suite 300

Marina del Rey, CA 90292

before any subcontractor employee may perform any work hereunder.

**8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Section 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.41 Termination for Convenience**

**8.41.1** County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to

Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

**8.41.2** Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.41.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Section 8.37 (Record Retention and Inspection/Audit Settlement).

#### **8.42 Termination for Default**

**8.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.42.2** In the event that the County terminates this Master Agreement in whole or in part as provided in Section 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will

be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Section.

**8.42.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Section 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.42.4** If, after the County has given notice of termination under the provisions of this Section 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.42, or that the default was excusable under the provisions of Section 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 8.41 (Termination for Convenience).

**8.42.5** The rights and remedies of the County provided in this Section 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

**8.43.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed

under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.43.2** The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**8.43.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 Termination for Insolvency**

**8.44.1** The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.44.2** The rights and remedies of the County provided in this Section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

**8.49.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.49.2** For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

**8.52 Time off For Voting**

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

**8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **8.54 Compliance with Fair Chance Employment Practices**

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.55 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.56 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

### **8.57 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **8.58 COVID-19 Vaccinations of County Contractor Personnel**

1. At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of

vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this Section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test, have an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this Section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit E1 (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Ownership of Materials, Software and Copyright**

- 9.1.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.1.2** During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.1.3** Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4** County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.1.5** Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Section 9.1.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Section 9.1.3 or for any disclosure which County is required to make under any state or federal law or order of court.

**9.1.6** All the rights and obligations of this Section 9.1 will survive the expiration or termination of this Master Agreement.

## **9.2 Patent, Copyright and Trade Secret Indemnification**

**9.2.1** Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.

**9.2.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

**9.2.3** Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.3 Local Small Business Enterprise (LSBE) Preference Program**

**9.3.1** This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**9.3.2** The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

**9.3.3** The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit,

report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

**9.3.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

#### **9.4 Social Enterprise (SE) Preference Program**

**9.4.1** This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**9.4.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

**9.4.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

**9.4.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

## **9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**9.5.1** This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

**9.5.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

**9.5.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

**9.5.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect

or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

## **10.0 Survival**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Section 1 (Applicable Documents)

Section 2 (Definitions)

Section 3 (Work)

Section 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Section 7.6 (Confidentiality)

Section 8.1 (Amendments)

Section 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Section 8.5.2

Section 8.18 (Fair Labor Standards)

Section 8.29 (Force Majeure)

Section 8.20 (Governing Law, Jurisdiction, and Venue)

Section 8.22 (Indemnification)  
Section 8.23 (General Provisions for all Insurance Coverage)  
Section 8.24 (Insurance Coverage)  
Section 8.25 (Liquidated Damages)  
Section 8.33 (Notices)  
Section 8.37 (Record Retention and Inspection/Audit Settlement)  
Section 8.41 (Termination for Convenience)  
Section 8.42 (Termination for Default)  
Section 8.47 (Validity)  
Section 8.48 (Waiver)  
Section 8.56 (Prohibition from Participation in Future Solicitation(s))  
Section 9.3 (Ownership of Materials, Software and Copyright)  
Section 9.4 (Patent, Copyright and Trade Secret Indemnification)  
Section 10 (Survival)  
/  
/  
/  
/  
/

**AUTHORIZATION OF MASTER AGREEMENT FOR  
TEMPORARY PERSONNEL SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Department of Beaches and Harbors or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director

\_\_\_\_\_ Department

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**MASTER AGREEMENT FOR  
TEMPORARY PERSONNEL SERVICES**

**TABLE OF CONTENTS OF EXHIBITS**

**STANDARD EXHIBITS**

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE WORK ORDER

**FORMS E1 – E5 ARE REQUIRED TO BE INCLUDED IN THE SOQ**

- E1 COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
- E2 CERTIFICATION OF EMPLOYEE STATUS
- E3 CERTIFICATION OF NO CONFLICT OF INTEREST
- E4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT
- F STATEMENT OF WORK
- G PERSONNEL SPECIFICATIONS
- H DEPARTMENT SITE LOCATIONS
- I PROFESSIONAL APPEARANCE IN THE WORKPLACE POLICY
- J JOB CLASSIFICATIONS CHECKLIST

**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**Name: Amy CavesTitle: Deputy DirectorAddress: 13837 Fiji WayMarina del Rey, CA 90292Telephone: (310) 305-9527E-Mail Address: Acaves@bh.lacounty.gov**COUNTY CONTRACT ADMINISTRATOR:**Name: Brad FleischerTitle: Administrative Services Division ChiefAddress: 4640 Admiralty Way, Suite 300Marina del Rey, CA 90292Telephone: (424) 526 - 7781E-Mail Address: Bfleischer@bh.lacounty.gov**COUNTY CONTRACT ADMINISTRATOR:**Name: Andrew FloresTitle: Section Manager, Human ResourcesAddress: 4640 Admiralty Way, Suite 300Marina del Rey, CA 90292Telephone: (424) 526 - 7800E-Mail Address: Aflores@bh.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

---

CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

**1.877.222.9723**  
**BabySafeLA.org**

**THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.**



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**WORK ORDER  
TEMPORARY PERSONNEL SERVICES  
DEPARTMENT OF BEACHES AND HARBORS**

Work Order No. \_\_\_\_\_

Master Agreement No. \_\_\_\_\_

**This Section to be completed by the Department**

Date Work Order Issued: \_\_\_\_\_ Contractor Response Received on: \_\_\_\_\_

Requesting Division: \_\_\_\_\_ Division Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Personnel Classification: \_\_\_\_\_ Quantity: \_\_\_\_\_ Hourly Billable Rate: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total Hours: \_\_\_\_\_

Work Order Amount Verified/Approved by Administrative Services Division on: \_\_\_\_\_

Notice to Proceed Issued on: \_\_\_\_\_

**This Section to be completed by the Contractor**

Contract Representative: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Personnel Available Start Date: \_\_\_\_\_ Personnel Available Interview Date: \_\_\_\_\_

**Contractor must return the following with the Work Order:**

- ☐ Exhibit E1 - COVID-19 Vaccination Certification of Compliance
- ☐ Exhibit E2 - Certification of Employee Status
- ☐ Exhibit E3 - Certification of No Conflict of Interest
- ☐ Exhibit E4 - Contractor Employee Acknowledgement and Confidentiality Agreement
- ☐ Exhibit E5 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement

**Contractor: Complete, Sign Above and Return Work Order and Required Forms via Email to:**

[AFlores@bh.lacounty.gov](mailto:AFlores@bh.lacounty.gov)

**Acceptance.** Contractor shall satisfactorily provide the personnel listed in this Work Order in accordance with the Personnel Specifications detailed in Exhibit G. Contractor's signature on this Work Order confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establishes that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work that is not specified in this Work Order, and/or utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Compensation of this Work Order, and/or that goes beyond the expiration date of this Work Order. All terms of the Master Agreement shall remain in full force and effect.

**Compensation.** Compensation shall be paid at the Contractor's rates as provided in Exhibit 10, Personnel Specifications Pricing Sheet, only for hours actually worked in accordance with Subparagraph 3.2 of the Master Agreement, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the allowable ninety (90) business days (720 working hours) per contract personnel.

**Emergency Work Order:** Where need for personnel services occurs after regular business hours, Monday – Thursday, 7:00 a.m. – 6:00 p.m., authorized County personnel may request services directly via the Contract Representative by telephone. A completed Work Order MUST be submitted by the Contractor two business days following the emergency request.

**WORK ORDER  
TEMPORARY PERSONNEL SERVICES  
DEPARTMENT OF BEACHES AND HARBORS**

**Work to commence ONLY upon receipt of a signed WORK ORDER. THREE Department signatures are required. 1. Human Resources Manager 2. Contract Administrator 3. Notice to Proceed Approval.**

1. \_\_\_\_\_  
Human Resources Manager (DBH)
2. \_\_\_\_\_  
Contract Administrator, (DBH)  
Division Chief, Administrative Services Division
3. \_\_\_\_\_  
Fiscal Services Section, (DBH)  
Section Head, Administrative Services Division

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –**  
**Miscellaneous – Chapter 2.212**  
**(COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the "Contractor"), certify that on County Agreement \_\_\_\_\_ [ENTER MASTER AGREEMENT NUMBER AND NAME]:

\_\_\_\_\_ All Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Agreement, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company/Contractor Name

**TEMPORARY PERSONNEL SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF EMPLOYEE STATUS**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

**EMPLOYEES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT****TEMPORARY PERSONNEL SERVICES****MASTER AGREEMENT WORK ORDER****CERTIFICATION OF NO CONFLICT OF INTEREST**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Los Angeles County Code Section 2.180.010.A provides as follows:

**"Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# **EXHIBIT F**

## **STATEMENT OF WORK**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK  
TEMPORARY PERSONNEL SERVICES**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
<b>1.0 SCOPE OF WORK.....</b>	<b>1</b>
<b>2.0 ADDITION, DELETION AND/OR TERMINATION OF SPECIFIC TASKS, WORK ..... , ASSIGNMENTS, PERSONNEL SPECIFICATIONS AND/OR SITE LOCATIONS .....</b>	<b>1</b>
<b>3.0 QUALITY ASSURANCE PLAN.....</b>	<b>2</b>
<b>5.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY.....</b>	<b>5</b>
<b>6.0 EQUIPMENT FURNISHED BY CONTRACTOR .....</b>	<b>5</b>
<b>7.0 SPECIFIC WORK REQUIREMENTS .....</b>	<b>5</b>
<b>8.0 WORK ORDERS.....</b>	<b>7</b>
 <b>MASTER AGREEMENT DISCREPANCY REPORT.....</b>	 <b>9</b>

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**  
**STATEMENT OF WORK**  
**TEMPORARY PERSONNEL SERVICES**

**1.0 SCOPE OF WORK**

The Los Angeles County Department of Beaches and Harbors (Department) requires the services of one or more Contractors to provide temporary and as-needed administrative, secretarial, clerical, marketing, and information technology personnel services to supplement Department staff as listed in this Statement of Work (SOW).

Pursuant to California Codes, Government Code Section 31000.4, the Master Agreement is to provide temporary staffing services on an as-needed basis not to exceed a maximum of ninety days or 720 hours.

**2.0 ADDITION, DELETION AND/OR TERMINATION OF SPECIFIC TASKS, WORK HOURS, WORK ASSIGNMENTS, PERSONNEL SPECIFICATIONS AND/OR SITE LOCATIONS**

**2.1** The Department reserves the right to amend and or modify Personnel Specifications as identified in Exhibit G (Personnel Specifications) in accordance with the County's needs.

**2.2** The Department, in its sole discretion, may terminate, reassign work locations and/or schedules of any of Contractor's employees performing temporary personnel services at any time during the employees' assignment.

**2.3** The Department reserves the right to add sites to, or remove sites from, the list of facilities identified in Exhibit H (Department Site Locations). The Department may from time to time close or cease operating at specific sites or may alter the number of hours or the number of days on which services are performed. Such events will not be deemed breaches of this Master Agreement and will not relieve the Contractor of its duty as to the remaining dates of service.

**2.4 Special Events**

The Contractor must provide temporary personnel services, as-needed, for special events and programs on any day of the week, at any time of day when requested by the Director at least twenty-four hours prior to each such event.

**2.5 Emergencies**

The Director, in his sole discretion, may determine that an emergency or unforeseen incident requires special temporary personnel services. The Contractor must make such services available within two hours of telephone notice.

- 2.6** All changes must be made in accordance with Appendix A, (Sample Master Agreement), Section 8.1, Amendments.

### **3.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Appendix A (Master Agreement), Section 8.14, County's Quality Assurance Plan.

#### **3.1 General Requirements**

The following requirements must be observed:

- Contractor must meet deadlines set by the County Contract Administrator;
- Contractor must timely complete reports required by the Master Agreement;
- Contractor must accurately report hourly services; and
- Contractor must promptly return calls of County agents and employees.

#### **3.2 Master Agreement Discrepancy Report**

Verbal notification of a Master Agreement discrepancy will be made to the Master Agreement Representative as soon as possible whenever a Master Agreement discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The Master Agreement Administrator will determine whether a formal Master Agreement Discrepancy Report should be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Master Agreement Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report must be submitted to the Master Agreement Administrator within five workdays.

- 3.3** The Master Agreement Administrator may issue a Master Agreement Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Master Agreement Administrator may issue a separate Master Agreement Discrepancy Report each day the deficiency continues.

- 3.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Performance Requirements Summary or proceed with Master Agreement termination as provided in Appendix A (Sample Master Agreement), Section 8.42, Termination for Default.

#### **3.5 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this

Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **4.0 CONTRACTOR'S RESPONSIBILITY**

##### **4.1 Contractor's Representative**

**4.1.1** The Contractor will designate a full-time employee as the Contractor's Representative (CR) who will be responsible for Contractor's day-to-day activities and will be available to County Staff on reasonable telephone notice. The Contractor may designate himself or herself as the CR. Work hours are to be 8:00 a.m. – 5:00 p.m., unless otherwise agreed to in advance. Any request to deviate from the work schedule must be submitted in writing at least two weeks in advance of any change.

**4.1.2** The CR will have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Master Agreement work. The CR should be able to effectively communicate in English orally and in writing. The CR will make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The Contractor will obtain the approval of the CA before replacing the CR.

##### **4.2 Contractor's Staff**

**4.2.1** Personnel employed by the Contractor and assigned to perform Master Agreement work must undergo and pass a background investigation to the satisfaction of the County, in accordance with Appendix A, Sample Master Agreement, Section 7.5.

**4.2.2** Personnel assigned by the Contractor are subject to County's "Professional Appearance in the Workplace" Policy, Exhibit I, when working in County facilities.

**4.2.3** At its own expense, Contractor must confirm that persons performing Master Agreement services have the physical and mental ability necessary to perform specific required duties.

**4.2.4** Contractor's employees should not bring visitors into the workplace.

**4.2.5** Contractor's employees must not bring any form of weapons or contraband to County facilities.

**4.2.6** Contractor's employees must not bring any alcohol or drugs (excluding prescribed medication) or be under the influence of alcohol or drugs when in or on County facilities.

**4.2.7** Contractor's employees may be subject to authorized search by the Contractor, the CA and law enforcement.

**4.2.8** Contractor's employees must conduct themselves in a professional manner at all times; should not cause disturbance in any County

facility; and otherwise, are subject to all rules and regulations of the Department while in the workplace.

- 4.2.9** No personnel employed by the Contractor and assigned to any County facility should have a conviction of a serious non-traffic misdemeanor, theft or felonies.
- 4.2.10** All personnel assigned by the Contractor to perform Master Agreement work must at all times be employees of the Contractor and the Contractor will have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the County, the Contractor must immediately exclude any member of the Contractor's staff from working on this Master Agreement. The County reserves the right to bar any of the Contractor's staff from performing work on this Master Agreement.
- 4.2.11** At County's request, Contractor must immediately remove any employee who is performing the Master Agreement work in an unsatisfactory manner. The County will not be required to state the reason or otherwise justify its demand. The Contractor should provide an acceptable replacement within three hours.
- 4.2.12** Contractor will be solely responsible for providing to its employees all legally required employee benefits and County will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.
- 4.2.13** The Contractor must provide the County with a current list of its employees, including but not limited to management, and must keep this list updated during the Master Agreement term.

#### **4.3 Contractor's Office**

- 4.3.1** The Contractor will maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally by email, mail or telephone.
- 4.3.2** Contractor's office must be staffed during regular business hours, 8:00 a.m. to 5:00 p.m., five days a week, by at least one employee. The Contractor must maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours.
- 4.3.3** The Contractor must provide an answering service and voicemail to receive calls at any time the Contractor's office is closed. The Contractor must monitor calls received on a daily basis when the Contractor's office is closed and must return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor must respond to calls received by the answering service within one half-hour of receipt of the call. In addition, the Contractor shall

provide a 24-hour telephone number for immediate response to emergencies.

## **5.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY**

**5.1** The County may provide Contractor's employees performing Master Agreement work with keys and/or gate cards required to gain access to the sites, when applicable. The Contractor's Representative must report any lost or stolen key or gate cards to the Master Agreement Administrator within 24 hours of discovery of its loss. The Contractor must reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards must be returned to the Master Agreement Administrator upon completion of personnel reassignment.

**5.2** The Contractor must not duplicate any key or gate card without the Master Agreement Administrator's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal code), in addition to being a breach of the Master Agreement.

### **5.3 Vehicles**

Personnel provided by the Contractor may be required to drive County owned or leased vehicles in the performance of their duties.

## **6.0 EQUIPMENT FURNISHED BY CONTRACTOR**

### **6.1 Contractor to Furnish Supplies and Equipment**

Except for the items furnished by the County pursuant to Section 6.0, Contractor will provide all supplies and equipment necessary to perform the Master Agreement work.

### **6.2 Photo Identification**

Contractor must furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card will be approved by the Master Agreement Administrator.

### **6.3 Vehicles**

Personnel provided by the Contractor may be required to drive their own vehicles in the performance of their duties.

## **7.0 SPECIFIC WORK REQUIREMENTS**

### **7.1 Temporary Personnel Staff**

Contractor must provide the services of sufficient and adequate temporary personnel staff to perform the Master Agreement work in accordance with an issued Work Order.

- 7.1.1 Personnel provided by the Contractor must be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California.
- 7.1.2 Personnel must be able to meet the requirements and perform the duties of the job classification being request by the Department.
- 7.1.3 Personnel provided by the Contractor must be able to fluently read, write, speak and understand English.
- 7.1.4 Personnel must be able to communicate effectively using reasonable judgment and discretion when required to orally express ideas, provide feedback, report statuses, and interpret and explain data when defending his/her position in the presentation of data.
- 7.1.5 Personnel provided by the Contractor must be accustomed to a complex, fast-paced, and high-pressure work environment.
- 7.1.6 Personnel provided by the Contractor may be required to handle sensitive materials and perform confidential duties. Personnel handling such matters must not, under any circumstances, communicate confidential data and/or materials to those who do not have a business need to know.
- 7.1.7 Personnel provided by the Contractor must present a neat, businesslike appearance in accordance with Exhibit I (Professional Appearance in the Workplace).

## **7.2 Services**

The Contractor must provide as-needed temporary personnel services at any locations listed in Exhibit H (Department Site Locations).

- 7.2.1 Services provided by Contractor's personnel must include, but are not limited to, the specifications listed in Exhibit G (Personnel Specifications).
- 7.2.2 Services must be performed during normal working hours, 7:00 a.m. to 6:00 p.m., Monday through Thursday. Personnel may also be required to work a Monday through Friday work schedule and adhere to the scheduled work hours for the assignment.
- 7.2.3 The CA may request work beyond normal work hours which must be compensated at the Contractor's normal hourly rates with no increase for overtime. The Contractor is responsible for any applicable overtime wages.

## **7.3 Requirements**

- 7.3.1 The Department must have the right to interview and/or to examine any prospective employee to be assigned to the Department to determine the skills of the individual provided.

- 7.3.2** The Department must not incur any charges for the first work day for any individual employee employed by the Contractor who does not pass the examination or interview, does not meet the experience requirements, or does not provide satisfactory service.
- 7.3.3** Contractor must ensure its employees meet the minimum qualifications of each assignment as specified in Exhibit G (Personnel Specifications). Any employee who does not meet the requirements specified in Exhibit G (Personnel Specifications) or do not otherwise satisfactorily complete an interview must be immediately replaced by the Contractor.
- 7.3.4** Contractor must be responsible for obtaining and verifying references of all personnel assigned to serve on this Master Agreement and supply copies of references as required by the CA.
- 7.3.5** The Contractor must perform other duties within the scope of the Master Agreement as required by the Director.
- 7.3.5** Personnel may be required to provide bilingual skills and must have the ability to speak, read and write in languages other than English when requested.
- 7.3.6** Contractor must ensure its employees complete and sign Exhibit Forms E1- E5 before a Work Order is executed.

## **8.0 WORK ORDERS**

Upon determination by County to request temporary personnel services, it is the County's intent to issue a Work Order to all Qualified Contractors on a rotational basis based on the Contractor's qualifications to provide the required job classification, along with the lowest cost (hourly rate); however, based on the needs of the County, the Department has the sole discretion to issue a Work Order to any of the Qualified Contractors.

### **8.1 Work Order Process**

Work Orders generally will be issued by the Department to Qualified Contractors in the following manner:

**8.1.1** Work Orders will be rotated between Qualified Contractors qualified in accordance with Exhibit J (Contractor's Job Classification Checklist) of this Master Agreement to provide the specified job classification(s) in accordance with Exhibit G (Personnel Specifications). If more than one Qualified Contractor meets the requested required qualifications, the County will execute the Work Order with the lowest cost Qualified Contractor based on proposed hourly rates provided in Exhibit 10 (Personnel Specification Pricing Sheet).

**8.1.2** Work Orders must contain the following:

1. Contractor's Name

2. Work Order Number / Master Agreement Number
3. Work Order Issue Date
4. Contractors Response Date
5. Requesting Division Contact Information
6. Personnel Classification
7. Hourly Billable Rate
8. Start Date/End Date/Total Hours
9. Notice to Proceed Issue Date

**8.1.3** Failure of Contractor to provide a written response and the required documentation in accordance with Exhibit D (Work Order) within the specified timeframe listed in the Work Order, may disqualify Contractor for that particular Work Order.

**8.2** All requests for temporary personnel will be assigned via release of a Work Order (Exhibit D). Invoices will not be paid in the absence of a completed Work Order for each assignment.

**8.3** Should a Contractor not be able to fulfill the requirements prior to or after full execution of the Work Order, the Department will proceed to the next Contractor on the rotation for the particular job classification.

**8.4** Exceptions by County

County's Contract Administrator may select a Qualified Contractor out of rotation when only one Qualified Contractor(s) is capable of providing the required job classification in fulfillment of Department's Work Order requirements.

**8.5** Work Orders are issued for periods not exceeding 720 hours for an assignment.

**8.6 Cancellation of a Work Order**

If Contractor has not provided the requested personnel within twenty-four (24) hours after the Department has made the request, the Department reserves the right to cancel the Work Order and request services from the next available Qualified Contractor.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this

PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 9.1** The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

## MASTER AGREEMENT DISCREPANCY REPORT (CDR)

**TO:** \_\_\_\_\_

**DATE ISSUED:** \_\_\_\_\_

**DATE DUE:** \_\_\_\_\_

**CONTRACT SERVICE:** \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

### DISCREPANCY PROBLEMS:

---

---

---

---

---

---

---

---

### CONTRACTOR RESPONSE:

---

---

---

---

---

---

---

### CONTRACTOR ACKNOWLEDGEMENT:

Signature of Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Contract Administrator/Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

*For County Use Only*

### COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Satisfactory: Yes ☐ No ☐ Follow-Up Needed: Yes ☐ No ☐ Action Completed: Yes ☐ No ☐

### COUNTY ACTIONS:

---

---

---

---

---

\_\_\_\_\_  
Signature of County Contract Administrator/Monitor

\_\_\_\_\_  
Date

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

### Temporary Personnel Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
<b>MASTER AGREEMENT:</b> SECTION 8.37 – RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT	Contractor must maintain all required records as specified.	Inspection of Files	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 2.4 – SPECIAL EVENTS	Contractor must provide services for special events & programs at the Director's request.	Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 2.5 – EMERGENCIES	Contractor must make such services available within two hours' notice from the Department.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 3.0 – COUNTY'S QUALITY ASSURANCE PLAN	Contractor must observe & comply with County's quality assurance plan.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 4.3 – CONTRACTOR'S OFFICE	Contractor will maintain an office within Los Angeles County.	Observation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 4.3 – CONTRACTOR'S OFFICE	Department must be able to contact Contractor at all times during regular business hours.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 5.0 – FACILITIES & EQUIPMENT - COUNTY	Contractor must report any lost or stolen key or gate cards within 24 hrs.	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 6.2 – PHOTO IDENTIFICATION	Contractor must furnish and require its personnel to wear visible photo identification.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 7.0 – TEMPORARY PERSONNEL STAFF	Contractor's personnel must adhere to all specific work requirements as outlined in 7.0.	Review & Observation	\$150 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 7.2 – SERVICES	Contractor's services must be performed during normal working hours 7:00 a.m. to 6:00 p.m., Monday through Thursday.	Review & Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 7.3 – REQUIREMENTS	Contractor must immediately replace any employee who does not meet specified requirements.	Observation	\$500 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 8.0 – WORK ORDERS	Invoices will not be paid without a completed Work Order.	Observation & Documentation	\$100 per occurrence

## PERSONNEL SPECIFICATIONS

CLASSIFICATION	DESCRIPTION
Accountant Clerk	<p>Performs accounting clerical work and maintenance of accounting records for a departmental accounting system. Serves as a clerical assistant to a higher-level in-charge accounting position, which has day-to-day responsibility for operation of the accounting system. Handles bookkeeping and associated financial-clerical work, spending a major portion of time performing a variety of tasks involved in maintaining the accounting records of a small general accounting system.</p> <p><u>Experience Required:</u> One year's clerical experience in the maintenance of financial or statistical records involving the coding, recording, checking tabulations and computation of data and completion of a high school level course in bookkeeping or elementary accounting. Must have some experience working with Microsoft Word and Excel.</p>
Intermediate Clerk	<p>Performs basic clerical duties in accordance with established procedures, which require minimum clerical knowledge or training. Duties may include sorting and filing; copying checking; posting of dates; input of data utilizing the Microsoft Office Suite; scanning documents; delivering of supplies; lifting and moving boxes, etc.</p> <p><u>Experience Required:</u> One-year general office experience. Must have some experience working with Microsoft Word and Excel.</p>
Information Technology Aide	<p>Diagnoses and resolves PC hardware and software issues for the Department. Sets up desktops, laptops and electronic tablets as needed including the loading of system and application software. Supports and maintains printers, copiers, cell phones, Blackberries and digital cameras. Maintains inventory of all electronic equipment including cell phones, Blackberries, desktop PCs, laptops, electronic tablets and digital cameras including serial numbers. Maintains inventory of all software residing on desktops, PCs, laptops and electronic tablets. Reviews and coordinates technical issues with the Computer Assistance Center Help Desk for Departmental staff. Provides support for the local area network (LAN) and wide area network (WAN).</p> <p><u>Experience Required:</u> Two (2) years of experience installing, configuring, testing, troubleshooting and repairing client computing devices and software, in a centralized Information Technology organization. A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions. Must be able to lift a minimum of 30 pounds.</p>

## PERSONNEL SPECIFICATIONS

CLASSIFICATION	DESCRIPTION
Typist-Clerk	<p>Performs typing and clerical work. Performs skilled typing work and clerical duties requiring a working knowledge of certain subject matter. Requires initiative and judgment with procedural and policy limits.</p> <p><u>Experience Required:</u> One year of office clerical experience. <i>Typing rate:</i> 40 words per minute. Must have some experience working with Microsoft Word and Excel.</p>
Senior Clerk	<p>Performs more technical and advanced clerical work. Requires a working knowledge of certain subject matter. Requires initiative and judgment with procedural and policy limits.</p> <p><u>Experience Required:</u> One year of office clerical experience. Must have experience working with Microsoft Word and Excel.</p>
Senior Typist-Clerk	<p>Performs skilled typing work and performs highly specialized clerical duties requiring knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. Answers questions that require such things as searching for and abstracting technical data. Makes statistical computations and analyses, estimates of fees, etc. Makes the final check of permits, authorizations, etc., without higher-level review.</p> <p><u>Experience Required:</u> Two years office clerical experience involving typewriting. <i>Typing Rate:</i> 40 words per minute. Must have experience working with Microsoft Word and Excel.</p>
Staff Assistant	<p>Performs the housekeeping and record keeping functions, and conducts administrative studies of internal operations and procedures as an assistant to the manager. Analyzes and makes recommendations to the unit manager for the resolution of problems of work procedure and space allocation; and may participate in the implementation of changes resulting from recommendations. Prepares reports and projections of workload and staffing for the manager of the unit. Coordinates and resolves problems between the unit served and payroll, personnel, and other divisions and sections.</p> <p><u>Experience Required:</u> One year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, procedures, programs, budget or personnel, or a highly responsible secretarial capacity, or a responsible supervisory clerical capacity. Must have the ability to analyze, interpret and present</p>

## PERSONNEL SPECIFICATIONS

CLASSIFICATION	DESCRIPTION
	complex data to management orally and in writing. Must be proficient on a personal computer using MS Word and Excel. Must have experience in a fast-paced work environment. Must have excellent writing skills with good grammar and spelling.
Administrative Assistant	Conducts administrative budget or personnel studies; analyzes internal operations and procedures; prepares comprehensive reports that include such things as recommendations.  <u>Experience Required:</u> Two years experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget or personnel. Must have the ability to analyze, interpret and present complex data to management orally and in writing. Must be proficient on a personal computer using MS Word and Excel. Must have experience in a fast-paced work environment. Must have excellent writing skills with good grammar and spelling.
Accountant I	Performs a variety of difficult and complex non-supervisory accounting assignments. Performs assignments involving all of the following under immediate professional accounting supervision. Participates in a wide variety of assignments occurring within the annual accounting cycle including the annual set-up and maintenance of accounting books, the classification of transactions, trial balance, closing, and end of period adjustments. Assists in conducting cost surveys, revenue analyses, and other accounting studies; participates in writing reports of findings. Prepares complex accounting reports and schedules requiring a thorough understanding of the account structure and the relationship of data contained in the reports to the needs of management.  <u>Experience Required:</u> Graduation from an accredited college with twenty-one units of accounting.
Accountant II	Performs professional accounting and auditing work. Performs a variety of staff, systems, and cost accounting assignments in connection with the overall operation of an accounting system and has immediate responsibility for one or more of the following: Interpreting the accounting and other financial provisions of a variety of laws and regulations, recommending steps for their implementation. Conducting the less complex cost surveys, revenue analyses, and accounting systems and procedural studies, writing reports of findings in which recommendations for modifications or other actions are made, and participating in installation of systems and procedures. Compiling and evaluating complex consolidated and operating statements, final

## PERSONNEL SPECIFICATIONS

CLASSIFICATION	DESCRIPTION
	<p>accountings for large construction and other projects large budgets, and claims for reimbursement from other government agencies or private contractors. May serve as liaison with other County departments or governmental agencies concerning accounting matters. May review and participate in day-to-day accounting and bookkeeping operations such as setting up accounting books or subsidiary records, classifying accounting transactions, posting and journalizing, taking trial balance, reconciling and personally preparing year-end closing transactions as an incident to performing other more difficult accounting assignments.</p> <p><u>Experience Required:</u> Accounting Education: Completion of twenty-one units of accounting including at least two courses in advanced subjects such as cost accounting, governmental accounting or auditing in an accredited college, or equivalent accounting education. One year's professional accounting or auditing experience, or two years responsible or supervisory technical accounting experience.</p>
Procurement Aid	<p>Prepares various procurement documents and maintains related clerical records and controls. Processes blanket purchase orders and requisitions for a wide variety of supplies or services. Conducts research of vendor catalogs and establishes telephone contacts with operating personnel and vendors in connection with clarifying details of requests, locating supply sources, ascertaining unit costs and other pertinent factors. Places and expedites orders, resolves minor problems in connection with deliveries of wrong materials, shortages, damaged merchandise, etc. Assists with writing specifications and conducting product research. Arranges for returns of merchandise. Keeps records and prepares reports such as on the availability and price of certain products using the internet, trade journals, and other research tools. Analyzes requisitions from operating departments for non-stock items in order to identify item, maximize use of stock and/or standardized items, and standardize use of descriptive classification. Processes requests for emergency purchases, and assists departments in obtaining supplies from prescribed or other sources.</p> <p><u>Experience Required:</u> One year of experience in procurement or warehousing activities, including the performance of specialized clerical duties involving the ordering or warehousing of material using automated systems. Must have basic keyboarding skills, the ability to use commonly used word processing programs such as Microsoft Word and Excel. Must have the ability to access and retrieve information using video display terminals, and effective verbal and written communication skills.</p>

## PERSONNEL SPECIFICATIONS

CLASSIFICATION	DESCRIPTION
Secretary	<p>Performs secretarial work with minimal supervision or instructions. Screens office callers and telephone calls, furnishes requested information, refers calls to others better qualified, and personally takes care of those calls which do not require the attention of the supervisor. Makes appointments and arranges conferences and meetings for staff and supervisors.</p> <p>Gathers data for general information purposes or special reports. Acts as an intermediary between supervisor and staff, transmitting messages, orders and requests, both written and verbal. Contacts other departments, employees, agencies and individuals for additional materials as necessary and may prepare reports for supervisor's approval upon request. Maintains office files and records, including those of a confidential nature. Check materials / mail being submitted for supervisor's attention to ascertain that all relevant data, files, signatures, etc., are included. Performs general office duties such as scheduling, timekeeping, and purchase requisitions.</p> <p><u>Experienced Required:</u> One year of highly responsible secretarial experience. Strong interpersonal skills with the ability to work effectively with staff, County departments and other agencies; strong organizational skills with the ability to work on multiple projects and assignments at the same time, meeting critical deadlines; strong written and oral communication skills with proficient grammar, punctuation, spelling and proofreading. Must be proficient on personal computers using Microsoft Word and Outlook. Typing rate: 40 net words per minute.</p>
Application Developer II	<p>Develops, maintains and modifies complex business application programs according to program specifications (or oversees this functionality as performed by vendors) by following all aspects of the software development life cycle in order to deliver the software products to the end user. Develops work plans and technical documents covering system architecture, conversion, integration, testing, and implementation for a system or complex enhancement to a system by utilizing industry tools (e.g., Visio, MS Project, etc.) in order to document for peer review and for future maintenance needs. Develops specifications for complex systems by analyzing the requirements and existing technologies in order to address and resolve departmental needs and evaluate the effectiveness of solutions. Creates and implements test plans by performing quality assurance and integration testing for complex application development/modification in order to validate the delivered product. Writes and executes programs to extract, transform, and load data for more complex system conversions by analyzing the formatting of the system components and determining</p>

## PERSONNEL SPECIFICATIONS

CLASSIFICATION	DESCRIPTION
	<p>how to format the data in order to facilitate system integration.</p> <p>Prepares, reviews, and validates documents, policies, and user manuals by analyzing documents produced by others (e.g., other County departments, software and hardware vendors, etc.) in order to understand their products, issues, and policies to determine whether departmental needs and specifications are being met. Adheres to application development methodologies and standards by following industry-standard coding and development methods in order to ensure application development is conducted according to County standards and policies. Reviews and monitors vendor performance by tracking the deliverables and issues against the contractual requirements in order to ensure projects are completed on time, within budget, and according to specifications.</p> <p>May oversee installation of application software by analyzing the minimum requirements and the installation instructions in order to ensure the product will function on the destination device and not interfere with the operation of existing software products. May perform database management related activities for a specific application by administering the system in order to ensure the proper operation of the system.</p> <p><u>Experience Required:</u> Three (3) years of recent experience coding, testing and debugging application programs. Must have a minimum of two (2) years of experience writing C# code in .NET. A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.</p>
Marketing Assistant	<p>Assists with planning and executing the Department's special events and community programs. Assists with the development, design, production, and distribution of multi-media marketing materials (e.g., flyers, brochures, press releases, social media posts, radio copy, digital graphic assets, etc.) to support the promotion of the Department's events and programs. Tracks vendor invoices for accuracy to ensure they do not exceed the Purchase Order before submitting them for payment. Creates and maintains an expenditure spreadsheet for each event and program. Conducts market research for trends and identify companies as potential sponsors for new and existing marketing programs. Assists with collecting and analyzing data related to the Department's events and programs, then generating reports from the data on a regular basis.</p>

**PERSONNEL SPECIFICATIONS**

Exhibit G  
Page 7 of 7

CLASSIFICATION	DESCRIPTION
	<u>Experience Required:</u> Two (2) years of recent experience in private or public sector marketing and implementing marketing events and programs.

## **Site Locations**

### **1. ADMINISTRATIVE HEADQUARTERS**

13837 Fiji Way  
Marina del Rey, CA 90292

### **2. ADMINISTRATIVE SERVICES DIVISION**

4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292

### **3. BOATHOUSE**

13640 Mindanao Way  
Marina del Rey, CA 90292

### **4. BOATING SERVICES**

13575 Mindanao Way  
Marina del Rey, CA 90292

### **5. BURTON W. CHACE PARK COMMUNITY BUILDING**

13650 Mindanao Way  
Marina del Rey, CA 90292

### **6. DOCKWEILER BEACH MAINTENANCE YARD**

8255 Vista del Mar  
Playa Del Rey, CA 90292

### **7. DOCKWEILER BEACH RV PARK**

12001 Vista del Mar  
Playa del Rey, CA 90293

### **8. DOCKWEILER YOUTH CENTER**

12505 Vista del Mar  
Playa del Rey, CA 90245

### **9. KNOB HILL MAINTENANCE YARD**

743 Esplanade  
Redondo Beach, CA 90277

### **10. MANHATTAN BEACH MAINTENANCE YARD**

3621 The Strand  
Manhattan Beach, CA 90266

### **11. MARINA MAINTENANCE YARD**

13555 Fiji Way  
Marina del Rey, CA 90292

### **12. MARINA NORTH TOWER**

4640 Admiralty Way  
Marina del Rey, CA 90292

### **13. PERMITS**

4601 Lincoln Blvd.  
Marina del Rey, CA 90292

### **14. TRAILER COMPLEX**

13483 Fiji Way  
Marina del Rey, CA 90292

### **15. VENICE BEACH MAINTENANCE YARD**

2300 Ocean Front Walk  
Venice, CA 90291

### **16. VISITORS' CENTER**

4701 Admiralty Way  
Marina del Rey, CA 90292

### **17. WAREHOUSE**

516 N. Broadway  
Redondo Beach, CA

### **18. WILL ROGERS BEACH MAINTENANCE YARD**


16300 Pacific Coast Highway  
Pacific Palisades, CA 90272

### **19. ZUMA BEACH MAINTENANCE YARD**

30100 Pacific Coast Highway  
Malibu, CA 90265



*County of Los Angeles*  
*Department of Human Resources*  
**POLICIES, PROCEDURES, AND GUIDELINES**

Subject:	Policy Number: 512	Pages: 3
<b>PROFESSIONAL APPEARANCE IN THE WORKPLACE</b>	Effective Date: December 31, 2009	
	Approved By: 	

### **POLICY**

This policy is intended to clarify County Code 5.72.010. County employees are required to wear clothing suitable to their occupations, as may be determined by their respective Department Heads. Employees shall furnish and maintain in suitable and appropriate condition such clothing and associated articles at their own expense except as otherwise expressly provided for by the Board of Supervisors. Employees should maintain a neat and professional appearance in the performance of their duties.

### **GUIDELINES**

County departments provide a wide variety of programs and services and the professional image of our workforce is critical to fostering public confidence and providing "effective and caring service." Therefore, these guidelines on professional appearance are intended to:

- Foster respect and earn the confidence of our customers, the public, vendors and fellow employees.
- Promote a positive work environment and limit distractions.
- Ensure safety and security while working.

The County of Los Angeles respects the diversity of its residents and its workforce. This policy provides guidelines on dress and appearance appropriate to the nature of the work environment, nature of work performed, involvement with the service provided to the public, and/or other circumstances or business needs as defined by the Department Head.

Employees are expected to abide by the following standards:

- Employees shall present a neat, clean, and professional appearance in their performance of duties at all times based on the employee's assignment and/or work location.

<b>Subject: PROFESSIONAL APPEARANCE IN THE WORKPLACE</b>	<b>Policy Number: 512</b> <b>Effective Date: December 31, 2009</b>
--------------------------------------------------------------	-----------------------------------------------------------------------

- Employees must dress in a manner that will not hinder their ability to effectively complete their work assignments, including consideration of the communities served, customer expectations, business needs or standards of the department and the employee's safety.
- Employees are expected to practice personal hygiene that does not interfere with the public and/or co-workers in their work environment.
- Employees should be mindful of, and dress appropriately for, special events, meetings and appointments with customers.
- Official photo identification badges and uniforms (where applicable) should be worn in the performance of County business and in all County facilities in order to identify employees as legitimate County representatives.
- Employees shall abide by specific dress requirements intended to ensure job-related safety such as when operating equipment or machinery, working with potentially dangerous chemicals, or for public health consideration.

Except as noted or approved by the Department Head, employees may not wear the following:

- T-shirts or clothing articles that may create a hostile or abusive work environment, such as sexually suggestive cartoons, pictures, or words
- Denim pants or jean-style pants of any color (some exceptions may include assignments in the field)
- Pants below the waistline or low-rise pants showing undergarments
- Low front or tops, halter tops, bare midriffs
- Flip-flop styled sandals
- Athletic wear, e.g., gym or sweat pants, leggings, jogging outfits, shorts, spandex, worn during work hours. Exception for break time when walking, running, etc.
- Torn, frayed, or ripped clothing
- Excessively tight fitting or oversized (baggy) garments
- Visible excessive number of earrings and/or studs; no nose, eyebrow, lips, tongue rings and/or studs
- Tattoos, must be reasonably covered (with exception for cultural or religious purposes)

Exceptions to this policy may be made by the Department Head in circumstances such as County or Department-sponsored events, special occasions, seasonal weather changes, and business casual days, but may also be made based on requests for reasonable accommodation (e.g., religious, cultural, disability, etc.).

<b>Subject: PROFESSIONAL APPEARANCE IN THE WORKPLACE</b>	<b>Policy Number: 512</b> <b>Effective Date: December 31, 2009</b>
--------------------------------------------------------------	-----------------------------------------------------------------------

### Dress Policy Enforcement

This policy is intended to provide guidelines on dress and appearance and is not meant to address all situations. Therefore, depending on the nature of the work environment, nature of work performed, involvement with the public, or other circumstances, there may be some differences in dress guidelines. Consistent with this policy, exceptions can be made at the department level by the Department Head with approval from the Director of Personnel due to the nature of work, special events, and business casual days. Employees who report to work and are not in compliance with this policy may be sent home to change and return to work, unless some other remedy can be arranged, such as an employee putting on a jacket.

Any questions regarding the dress policy within your department should be directed to your Departmental Human Resources Manager.

### AUTHORITY

County Code, Title 5 Personnel, Section 5.72.010 - Suitable clothing to be worn.  
County of Los Angeles Employee Handbook, Section C, Performance Expectations.

### DATE ISSUED/REVIEW DATE

Original Issue Date:  
February 10, 2009

**Los Angeles County Department of Beaches & Harbors  
Contractor's Job Classifications Checklist  
Temporary Personnel Services**

Contractor asserts that it meets the Minimum Mandatory Qualifications and can provide the required temporary personnel job classifications in accordance with Exhibit G – Personnel Specifications of the Master Agreement, in the following areas:

Please indicate by checking either "YES" or "NO" for each classification below:

<u>Personnel Job Classifications</u>	YES	NO
1. Accountant Clerk		
2. Intermediate Clerk		
3. Information Technology Aide		
4. Typist-Clerk		
5. Senior Clerk		
6. Senior Typist-Clerk		
7. Staff Assistant		
8. Administrative Assistant		
9. Accountant I		
10. Accountant II		
11. Procurement Aid		
12. Secretary		
13. Application Developer II		
14. Marketing Assistant		

On behalf of \_\_\_\_\_ (Contractor's name), I \_\_\_\_\_ (Name of Contractor's authorized representative), certify that the information contained in this Exhibit J - Contractor's Job Classification Checklist is true and correct. Contractor agrees to the Hourly Billable Rates in Exhibit G – Job Specifications, for each of the classifications outlined above.

\_\_\_\_\_  
Contractor's Representative Name (please print)

\_\_\_\_\_  
Representative's Title

\_\_\_\_\_  
Representative's Signature/Date

**AS-NEEDED TEMPORARY PERSONNEL SERVICES  
MASTER AGREEMENT LIST**

- Good People, Inc.
- Health Advocates Network, Inc. dba Staff Today
- Info Way Solutions, LLC
- R.L. Klein & Associates